SALE OF TIMBER.

Notification dated 10th January 1931.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot of the Bhadravati Sub-Division, by the District Forest Officer, or by any other officer deputed by him for the purpose on the date noted against each Depot at 2 P.M.

Sl. No.	Name of depot	Description of timber more or less	Date of sale	Place	Remarks
		Teak			
		C.ft.			
1	Channagiri ...	5,000	29th January 1931	Channagiri ...	More or less
2	Ubrani ...	3,000	4th February 1931	Ubrani ...	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sale of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full sale amount in cash including the earnest money deposit as per clause 1 *supra* to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid immediately after the sale is over.

8. If the amount is not fully paid for by the purchaser immediately after the sale is over, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

C. H. EAGLES,
District Forest Officer.

SAGAR FOREST DIVISION.

Notification dated 6th January 1931.

Sealed tenders are invited for the purchase of the exclusive right of collecting and removing Thupra leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations of Sorab Taluk up to the end of June 1933. The tenders should reach the District Forest Officer, Sagar Division, Sagar, not later than 1 P.M., on Monday the 2nd February 1931.

N.B.—(*a*) Government have reserved their power of issuing individual licences for *bona fide* local consumers.

(*b*) Excludes the produce of nuna, jodi, khayamgutta, sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. Tenders from defaulters of previous leases will not be accepted.

2. Each tender should be superscribed "Tender for the purchase of Thupra leaves of Sorab Taluk" and should be accompanied with a deposit of Rupees two hundred (Rs. 200) only in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a Solvency Certificate in the prescribed form from the Amildar of the Taluk in which he resides.

3. The highest tenderer will ordinarily be the purchaser.

4. The Conservator of Forests, Shimoga, reserves to himself the rights to accept or reject the highest or any tender without assigning any reason therefor.

5. The accepted tenderer shall, within three days after intimation of the acceptance of tender, pay into the Government Treasury one-fourth of the sale amount inclusive of the deposit tendered together with local, railway and education cesses at Re. 0-1-0, 0-0-3 and 0-0-3 in the rupee on the full sale amount. In default of payment, the deposit already paid will be forfeited to Government and the right resold at the risk of the original tenderer who will be liable to make good any loss that may result to Government by such resale but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as an arrear of Land Revenue.

6. The accepted tenderer will also execute an agreement within a week from the date of intimation of the acceptance of the tender on a stamped paper of proper value procured at his own cost binding himself to act according to the following and other conditions and also furnish security deposit of Rs. 200 or one-fourth of the total sale amount, whichever is less, for the fulfilment of the conditions of the contract, in the shape of Government S. D. Deposit.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contracts, agents, or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1933.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sun-set.

7. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of revenue.

8. Interest at 9 per cent will be charged on all the belated payments from the date on which they fall due.

T. KRISHNASWAMY RAO,
Deputy Conservator of Forests.